

AG Contract No. KR97 1873TRN
ADOT ECS File No. JPA 97-138
Project: TEA-BLM-0(1)P/SL406 01C
Section: Painted Rocks Interpretive
Project

INTERGOVERNMENTAL AGREEMENT
BETWEEN

THE STATE OF ARIZONA
AND

THE UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

THIS AGREEMENT is entered into 1 October 1997,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and through
its DEPARTMENT OF TRANSPORTATION (the "State") and the UNITED STATES
DEPARTMENT OF THE INTERIOR, BLM OF LAND MANAGEMENT, acting by and
through its Contracting Officer (the "BLM").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 and 28-112 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The BLM is empowered by Title 16 USC 532-538 and USC 572 Ref: FMS 15184.13 to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the BLM.

3. Congress has authorized appropriations for, but not limited to, transportation enhancements including roadside attractions of historic preservation.

4. Such project within the jurisdiction of the BLM has been selected by the BLM; the survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration (FHWA) for its approval.

NO. 21940
Filed with the Secretary of State
Date Filed: 10/01/97
Betty Gayles
Secretary of State

By: Wicky Haenewold

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the BLM by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The BLM, in order to obtain Federal Highway Administration enhancement funds for the design of the project, is willing to provide BLM funds to match federal funds in the ratio required or as finally fixed and determined by the BLM and FHWA.

7. The work embraced in this agreement, to be administered by the BLM, and the estimated costs are as follows: Painted Rocks Interpretive Project.

Estimated Project Cost	\$ 102,875.00
Federal Aid Funds @ 80%	\$ 82,300.00
BLM Funds @ 20%	\$ 20,575.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

a. If such project is approved for design by FHWA and the funds are available for construction of the project, the BLM with the aid and consent of the State and the FHWA will proceed to design the project, such project to be performed, completed, accepted and paid for in accordance with the requirements of applicable standards and guidelines. The State will enter into a Project Agreement with FHWA covering the work embraced in said design contract and will request the maximum federal funds available.

b. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the BLM shall be obligated to incur any expenditure in excess.

2. Prior to the commencement of design, the BLM shall set aside sufficient funds in the amount determined to be necessary to match federal funds in the ratio required.

3. Upon completion of design and construction, the BLM shall provide for, at its own cost and as an annual item in its budget, appropriate and proper maintenance of the structure.

4. The BLM will provide personnel to supervise design.

5. The BLM will complete the project in accordance with the requirements of the relevant State and federal statutes, rules, or regulations. In the event the BLM fails to comply with any relevant State or federal statutes, rules, or regulations, the BLM shall hold the State harmless from any claims or costs incurred by the State as a result of the BLM's failure to comply.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The BLM assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, construction cost over-runs and claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the BLM and that the BLM hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the BLM, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. The cost of the design and engineering work covered by this agreement is to be borne by FHWA and BLM, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement. Therefore, BLM agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall remain in force and effect until completion of the work; provided, however, that any provisions in this agreement for maintenance shall be perpetual.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. Applicable laws of the State and Federal government shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputed relating to this agreement, compliant with applicable laws and regulations of the State and Federal government, and acceptable to the State and Federal government. Such process will include a provision for arbitration.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 616E
Phoenix, AZ 85007

Bureau of Land Management
Contracting Officer
2015 W. Deer Valley Road
Phoenix, AZ 85027

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

US DEPARTMENT OF THE INTERIOR
Bureau of Land Management

STATE OF ARIZONA
Department of Transportation

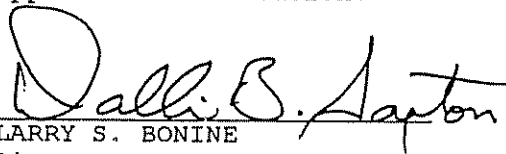
By Janelle Reifel
JANELLE REIFEL
Contracting Officer

By Peter L. Eno
PETER L. ENO
Contract Administrator

RESOLUTION

BE IT RESOLVED on this 6th day of August 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Bureau of Land Management for the purpose of defining responsibilities for the design, construction, maintenance of interpretive facilities at Painted Rocks.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director

DETERMINATION

Arizona Contract No. JPA 97-138, which is an agreement between public agencies; to wit; the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, has been reviewed by the undersigned for the United States who has determined that it is in the proper form and within the powers and authority granted to the United States.

No opinion is expressed as to the authority of the State of Arizona to enter into said agreement.

DATED this 17th day of September, 1997.

THE UNITED STATES OF AMERICA

By Janell Reifel



STATE OF ARIZONA

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GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-1873TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED September 19, 1997.

GRANT WOODS
Attorney General

A handwritten signature in black ink, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:ct/7799